

## Terms and conditions FOR SUBODH

**V4U Investwise Pvt Ltd** a Company incorporated under Companies Act, Having its registered office at **#30/2, 2<sup>nd</sup> floor, near 11<sup>th</sup> cross, 3<sup>rd</sup> main, Margosa Road, Malleswaram, Bangalore – 560003**. Hereinafter referred to as the **PLANNER**.

Investwise is carrying on the business of providing Comprehensive Financial Planning services named “**SUBODH**”

### **a. PLANNER SCOPE OF WORK & RESPONSIBILITES**

1. The Planner will gather and analyze data concerning the Client’s goals, cash flow and debts, investments, insurance, estate details, tax situation, if and any employee benefits, risk tolerance, time horizon and personal preferences in addition to any other data the Client wishes to include that is deemed pertinent to the financial planning process.
2. This information is gathered through in-depth personal interviews and collecting data through a questionnaire designed by the Planner to elicit the Client's current financial status, family obligations, future goals and attitudes towards risk. Related documents supplied by the client are carefully reviewed, along with the questionnaire completed by the Client.
3. The Planner then helps the Client to set realistic goals, identify key financial issues concerning those goals and prepare a list of recommendations and alternative strategies for achieving those goals. Each strategy will be recommended in the context of other strategies to achieve the optimum overall results.
4. As a part of the Financial Planning engagement the Planner will help the Client design and construct an investment portfolio consistent with Client's financial constraints, objectives, time horizon, risk tolerance and prevailing economic conditions.
5. Periodic reviews, constant research on products, updating the client with necessary financial information, and any other services deemed to add value to the clients financial planning, making of a Will as per the law and regulation, Estate Planning, retirement planning will be provided by the Planner. Currently the review period is quarterly from the date of engagement and the periodicity can change depending upon the Planner’s requirement to suit the planning process for the Client.
6. The Planner will abide by the CFPCM Board’s Code of Ethics and Professional Responsibility. This Code includes seven principles

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|---------------------------|---------------------------|---------------------|
| a) <b>Integrity</b>       | d) <b>Objectivity</b>     | g) <b>Diligence</b> |
| b) <b>Competence</b>      | e) <b>Fairness</b>        |                     |
| c) <b>Confidentiality</b> | f) <b>Professionalism</b> |                     |

7. The Planner will return statements or other documents that the Client provided in original to the Client within ten days of receiving the same, but will retain copies of such information in Client’s confidential file for planning purpose or any future reference.
8. It may be necessary for the Planner to contact other professional advisors with which Client works. Since the communication between the Planner and other professional advisors is necessary, client will give in writing permitting his professional advisors to release Client’s information to the Planner.
9. It is important to provide the Planner with as much information as possible so that the advisor will have a complete picture of his Client’s situation and can make recommendations that will be most suitable, appropriate, and beneficial for Client.

10. As per timelines the final plan is delivered to the client 30 days from the day all information is provided by the client. In case of delay, in delivering the final plan by the planner, the renewal date will be extended to the number of days delayed.

#### **b. CLIENT RESPONSIBILITIES**

1. Client recognizes that the value and usefulness of the advisory services provided by Planner will be dependent upon information he/she provides and upon his/her active participation in the formulation of investment objectives.
2. Client will go through a comprehensive process to provide detailed information to the Planner.
3. Client will also provide copies of documents (such as investment account statements etc.) as the Planner reasonably requests in order to permit complete evaluation and implementation of portfolio decisions.
4. During the course of the engagement, Client is obligated to immediately notify the Planner any changes in the Client's personal and financial situation.
5. It is recommended Client revisit and review his/her/their Financial Plan every year or more frequently if significant changes have occurred.
6. Implementation of the Planner's recommendations and alternative strategies comes next. It is understood by the client that unless and until the plan is implemented completely he / she / they cannot achieve the goals set for them. The planner will not be held responsible for non implementation or delay in implementation of the plan.
7. Client hereby, by signing this agreement authorises the planner to add his / her and if married his / her spouse's PAN/s in the ERI license held by the planner.

#### **c. PLANNER REMUNERATION**

1. Fees for Financial Planning Services are provided on a flat rate, per engagement basis. The fee for this engagement will be **INR 10,000/- (Rupees Ten Thousand only)** annually. Taxes as applicable will be charged to the client.
2. The initial first time engagement fee equal to 50% of the planning fee is to be paid upon execution of this Agreement with the balance due upon delivery of the final Plan or 30 days from signing of this agreement, whichever is earlier.
3. Once the planner is engaged and the agreement is signed, the client agrees to go through the planning process and pay the fee completely as mentioned, regardless of any termination by the client during the planning phase.
4. The fees set forth are for Comprehensive Financial Planning, Tax consultancy, Tax filing for the Primary Family, Investment advisory, Maintenance of required client's financial records and periodic reviews.
5. Client understands and agrees that there are instances where a Professional's intervention or advice is required. Any fee or commission or remuneration in any form for these kinds of services will be borne by the client directly. Consent from client in written or electronic form will be taken by the planner when such an intervention is required and fee being charged.
6. The Planner shall not be compensated on the basis of a share of capital gains or capital appreciation of any portion of the funds of Client.
7. Fee for renewal is the same as the initial fee paid for engaging the planner which is a sum of **Rs 10000/- (Ten Thousand only)**. Taxes as applicable will be charged to the client. Any changes in the renewal fee structure, the planner will inform the Client in advance.
8. Fee can be paid through any of the following means
  - i. Cheque / Demand draft favouring "**V4U Investwise Pvt Ltd**", payable **Bangalore** only
  - ii. NEFT / IMPS details

<b>Account name</b>	V4U Investwise Pvt Ltd
<b>Bank Name</b>	Kotak Mahindra Bank
<b>Account No.</b>	04222060001300

<b>IFSC code</b>	KKBK0000422
<b>Branch name</b>	Lavelle road
<b>Type of account</b>	Current account

9. In case of cheque dishonour, client is under obligation to pay the planning fee and compensate to the extent of the financial damage caused to the planner
10. Fees can be paid through the online interface provided by V4U Investwise pvt ltd. Client has the choice to choose the payment mechanism.

#### **REFUND**

Once fee is paid client agrees to engage the planner under Subodh and no refund can be claimed

Once the planner is engaged the client pays the initial 50% of the fee, the client agrees to go through the planning process and pay the fee completely as mentioned, regardless of any termination by the client during the planning phase.

#### **RENEWAL TERMS AND CONDITIONS**

1. Client Understands and agrees that planning is not a onetime process and it requires constant monitoring, rebalancing / reviewing the portfolio, revisiting the client's financials and Goals year on year, updating / reviewing of the plan. Because of the exhaustiveness of the overall planning process, year on year involvement of the planner is required by the client.
2. To continue with the services provided by the planner under **SUBODH**, client has to renew the service by paying the renewal fee as stated in the Compensation clause.
3. Date of renewal will be one calendar year from the date of signing this agreement.
4. Client has to pay the renewal fee yearly and 100% in advance. Taxes as applicable will be charged to the client.
5. Fee towards renewal has to be paid to the Planner 15 days before the date of renewal every year.
6. Client is not under any obligation to renew this service in case he / she / they decide to discontinue the services for any reason.
7. Renewal of the service is again bound by the Compensation clause mentioned in this agreement.

#### **d. CONFIDENTIALITY**

Planner is dedicated to maintaining the privacy of the client's personal information. Personal information is collected and retained for the purpose of providing Comprehensive financial plan including the provision of financial advice and associated services.

All information and advice furnished by the Client to Planner shall be treated as confidential and private. Any information in any form shall not be disclosed to third parties, except as permitted by the Client by giving in writing.

#### **e. BASIS OF ADVICE**

Client acknowledges that the Planner obtains information from a wide variety of publicly available sources. Planner does not have, nor does it claim to have sources of inside or private information. The recommendations developed by the Planner are based upon the professional judgment of the Planner and the planner cannot guarantee the results of any recommendations. Client at all times shall elect unilaterally to follow or ignore completely, or in part, any information, recommendation, or advice given by the Planner under this Agreement.

#### **f. LIMITATION OF LIABILITY**

Client understands that risks are inherent in any investment and that some investment decisions will result in profits and others in losses. Client further understands that there is no guarantee that Client's investment objectives will be achieved. Planner cannot assure a net profit, but only can give its best judgment to help achieve Client's investment goals.

Planner shall not be liable for any loss incurred with regard to the Client's account, except where the loss directly results from such party's negligence or misconduct. Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights, which Client may have under Central or state securities laws.

Client also understands that the scope of work of the planner is limited to this agreement. Commitments made by the Planner's employees or representatives which are beyond this agreement, planner will not be responsible.

Planner will not be responsible for the acts or omissions or insolvency of any other agent, broker or independent contractor selected to take any action or to negotiate or consummate any transaction for Client's account.

#### **g. TERMINATION**

1. Client has to give in writing that he no longer intends to seek the services of the Planner in any form for discontinuing the services.
2. As per regulations laid out, planner would retain the plan, information provided by the client in physical and electronic form for any future audit or reference purpose. Planner is not under any obligation to destroy the client's information but is bound by the Confidentiality clause stated in this agreement.
3. In case of termination planner is not under any obligation to refund the fee in any form.

#### **h. POTENTIAL CONFLICTS OF INTEREST**

1. Where Planner provides services to two or more individuals (example: husband and wife), recommendations will be based on the specific goals stated by the Clients, and will assume that the relationship between the individuals will continue.
2. If Planner has a personal conflict of interest, such conflict will be discussed in person.
3. This Agreement shall be governed by the Laws of India. The Courts of law at Bengaluru shall have exclusive jurisdiction over any disputes arising under this agreement.

#### **i. QUERY RESOLUTION**

Queries raised by client, related to the services that are being provided under Subodh, will have a minimum TAT of 2 working days and a maximum TAT of 10 working days. In case any query raised requires more time, client will be informed on an email by the concerned stating the reason and the actual duration required to resolve the query/ies. In cases of delay in resolving / updating / no follow up with client within the stipulated / extended time, client must escalate the issue to [Santhosh.belavadi@investwise.in](mailto:Santhosh.belavadi@investwise.in)

#### **j. CLIENT AUTHORISATION TO THE PLANNER**

1. Client authorises the planner to add his / her PAN and spouse PAN under Supertaxfiler for verifying, processing of Income Tax, filing of IT returns, and retrieval of any or all information w.r.t Income tax.
2. Client also authorises the planner to request a consolidated Mutual fund statement for his / her and spouse, if any made by the client from CAMS.
3. For this purpose, client would share his / her and spouse PAN, date of birth and registered email id as stated below